

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re :
LEHMAN BROTHERS HOLDINGS INC., *et al.*, : Chapter 11 Case No.
Debtors. : 08-13555 (JMP)
: (Jointly Administered)
: :
-----X

NOTICE OF PARTIAL TRANSFER OF CLAIM
PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: UGF Banca S.p.A. ("Transferor")
Piazza della Costituzione, 2
40128 – Bologna
Italy
Telephone: +39 02 5185955
Email: legale.contenzioso@ugfassicurazioni.it
2. Please take notice that a portion of your claim against LEHMAN BROTHERS HOLDINGS INC., et al, Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 55744 (attached as Exhibit A hereto), has been transferred to:

Barclays Bank PLC ("Transferee")
745 Seventh Avenue
New York, NY 10019
Telephone: (212) 412-2865
Email: daniel.crowley@barclayscapital.com
jessica.fainman@barclayscapital.com

An executed "Evidence of Transfer of Claim" is attached as Exhibit B hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee.

3. No action is required if you do not object to the partial transfer of your claim. However, **IF YOU OBJECT TO THE PARTIAL TRANSFER OF YOUR CLAIM, WITHIN 20 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:**

-- **FILE A WRITTEN OBJECTION TO THE TRANSFER** with:

United States Bankruptcy Court
Southern District of New York
Attn: Clerk of Court
Alexander Hamilton Custom House
One Bowling Green
New York, NY 10004-1408

-- **SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE**

-- Refer to **INTERNAL CONTROL NO.** _____ in your objection and any further correspondence related to this transfer.

4. If you file an objection, a hearing will be scheduled. **IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING.**

CLERK

FOR CLERK'S OFFICE USE ONLY:

This notice was mailed to the first named party, by first class mail, postage prepaid on _____, 2009.

INTERNAL CONTROL NO. _____

Copy: (check) Claims Agent__ Transferee__ Debtors' Attorney__

Deputy Clerk

EXHIBIT A

[Proof of Claim]

United States Bankruptcy Court/Southern District of New York
Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

In Re:

Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11

Case No. 08-13555 (JMP)
(Jointly Administered)

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000055744



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

UGF Banca S.p.A. [ON BEHALF OF ITS CLIENTS]

Piazza della Costituzione, 2

40128 - Bologna

Italy

Telephone number: +39 02 51815955 Email Address: Legale.contenzioso@ugfassicurazioni.it

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. **SEE EXHIBIT 1**

Amount of Claim: \$ 552,607,016.17 (Required)

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): SEE EXHIBIT 2 (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

SEE EXHIBIT 3 (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

SEE EXHIBIT 4 (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date:

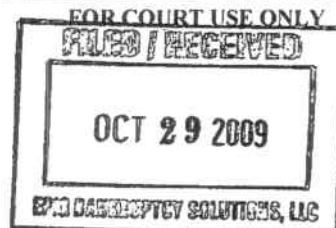
27-Oct-2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

UGF BANCA S.p.A. - Chief Executive Officer

Coronini Luciano

SEE EXHIBIT 5



INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150- 5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

UGF BANCA S.p.A. (On behalf of its clients)
EXHIBIT 1 to the Proof of Claim - Claim amounts for
each Lehman Programs Security to which the Proof of
Claim relates and as evidenced in the highlighted
column

Exchange Rate EUR/USD as of 15 September 2008: 1.4243
(source: Bloomberg)

ISIN	Description	Claim amounts included in the amount specified in the Proof of Claim: Principal Amount plus interest accrued but not paid as of 14 September 2008 (included) (EUR)	Claim amounts included in the amount specified in the Proof of Claim: Principal Amount plus interest accrued but not paid as of 14 September 2008 (included) (USD)	Principal amount (EUR)	Principal amount (USD)	Interest accrued but not paid as of 14 September 2008 (included) (EUR)	Interest accrued but not paid as of 14 September 2008 (included) (USD)	Last Interest Payment Date	Applicable Rate	Depository	Account number	Bloc
XSO128857413	LEH 6 3/8 05/10/11	10,587,128.30	15,079,246.84	10,358,000	14,752,899.4	229,128.30	326,347.44	10/05/09	6.375%	fix	Clearstream	11037
XSO162289863	LEH 0 02/28/10	60,000	85,458	60,000	85,458	0.00	0.00	02/28/09	0.000%	fix	Clearstream	11037
XSO176153350	LEH 0 10/10/13	920,441.97	1,310,985.50	895,000	1,274,748.50	25,441.97	36,237.00	10/10/08	3.060%	1.5% + euro cpi (min 2%)	Clearstream	11037
XSO179969209	LEH 7 11/26/13	40,073.53	57,076.73	39,000	55,547.70	1,073.53	1,529.03	11/26/08	3.438%	1.75% + euro cpi (min 2%)	Clearstream	11037
XSO179304889	LEH 0 11/03/08	40,239.99	57,313.81	40,000	56,972	239.99	341.81	11/03/08	5.288%	3m euribor+30bps	Clearstream	11037
XSO181945972	LEH 0 01/14/14	61,435.31	87,592.31	60,000	85,458	1,435.31	2,044.31	01/14/09	3.588%	1.25% + Italy cpi (min 1.75%)	Clearstream	11037
XSO183944643	LEH 4 3/4 01/16/14	69,884,019.73	99,535,808.30	67,756,000	96,504,870.8	2,128,019.73	3,030,938.5	01/16/09	4.750%	fix	Clearstream	11037
XSO186655445	LEH 5 02/27/14	153,739.28	218,970.85	150,000	213,645	3,739.28	5,325.85	02/27/09	4.562%	1.5% + euro cpi (min 2%)	Clearstream	11037
XSO189244225	LEH 0 04/23/14	57,968.62	82,664.71	57,000	81,185.10	968.62	1,379.61	04/23/09	4.319%	3m euribor+30bps	Clearstream	11037
XSO189741001	LEH 0 04/05/11	62,631.72	89,206.36	62,000	88,306.60	631.72	889.76	10/06/08	5.316%	3m euribor+30bps	Clearstream	11037
XSO193035358	LEH 0 05/21/09	24,083.41	34,302	24,000	34,183.20	83.41	118.80	11/21/08	5.213%	1.15% + cpi euro (min 1.75%)	Clearstream	11037
XSO202417080	LEH 0 10/27/14	61,590.37	87,723.16	60,000	85,458	1,590.37	2,285.16	10/27/08	5.218%	3m euribor+25bps	Clearstream	11037
XSO205186456	LEH 0 11/09/09	40,197.12	57,252.76	40,000	56,972	197.12	280.76	11/09/08	5.218%	3m euribor+25bps	Clearstream	11037
XSO208459023	LEH 0 12/30/16	30,670.63	43,884.17	30,000	42,728	670.63	955.16	12/30/08	5.218%	3m euribor+25bps	Clearstream	11037
XSO21072552	LEH 0 02/01/13	5,109.30	7,277.17	5,000	7,121.50	109.30	155.67	02/01/09	3.540%	80% cms 2Y (min 2.5%)	Clearstream	11037
XSO211083041	LEH 5 02/16/15	32,368.96	46,103.11	32,000	45,577.60	368.96	525.51	02/16/09	2.000%	3m euribor+30bps	Clearstream	11037
XSO211814123	LEH 4 02/16/17	51,201.76	72,926.67	50,000	71,215	1,201.76	1,711.67	02/16/09	4.169%	3m euribor+30bps	Clearstream	11037
XSO213899510	LEH 4 03/09/15	51,032.79	72,866	50,000	71,215	1,032.79	1,471.00	03/09/08	4.000%	fix	Clearstream	11037
XSO224346592	LEH 0 07/20/12	35,485,166.93	50,641,623.26	35,200,000	50,135,360	285,166.93	406,163.26	07/20/08	5.208%	3m euribor+25bps	Clearstream	11037
XSO247679573	LEH 0 03/17/11	1,012,734.42	1,442,437.63	1,000,000	1,424,300	12,734.42	18,137.63	09/17/08	5.151%	3m euribor+19bps	Clearstream	11037
XSO251832862	LEH 1BV 6/30/06-11	40,000,000	56,972,000	40,000,000	56,972,000	0.00	0.00	06/30/11	0.000%	fix	Clearstream	11037
XSO258962975	LEH 1BV 6/30/06-11	8,000,000	11,394,400	8,000,000	11,394,400	0.00	0.00	06/30/11	0.000%	fix	Clearstream	11037
XSO268648992	LEH 4 1/4 09/26/16	52,055.33	74,142.40	50,000	71,215	2,055.33	2,927.40	09/26/08	4.250%	fix	Clearstream	11037
XSO282937985	LEH 0 02/05/14	5,029,266.67	7,153,184.51	5,000,000	7,121,500	29,266.67	41,684.51	11/05/08	5.268%	3m euribor+30bps	Clearstream	11037
XSO283487005	LEH 0 01/21/17	10,276,627.41	14,637,000.42	10,000,000	14,243,000	276,627.41	394,000.42	01/21/09	4.460%	101% cms 10Y	Clearstream	11037
XSO287044969	LEH 4 5/8 03/14/19	15,348,770.49	21,861,253.81	15,000,000	21,364,500	348,770.49	496,753.81	03/14/09	4.625%	fix	Clearstream	11037
XSO296489304	LEH 1BV 6/27/07-12	46,000,000	65,517,800	46,000,000	65,517,800	0.00	0.00	06/29/12	0.000%	fix	Clearstream	11037
XSO299291965	LEH 1BV 7/27/07-14	5,000,000	7,121,500	5,000,000	7,121,500	0.00	0.00	07/27/14	0.000%	index linked	Clearstream	11037
XSO300065647	LEH 0 05/10/12	5,024,876.67	7,158,931.84	5,000,000	7,121,500	24,876.67	35,431.84	11/10/08	5.268%	3m euribor+30bps	Clearstream	11037
XSO302634059	LEH 4 07/20/12	10,000	14,243	10,000	14,243	0.00	0.00	07/20/09	0.000%	cpi in arrears	Clearstream	11037
XSO304219818	LEH 0 06/29/13	16,000,000	22,788,800	16,000,000	22,788,800	0.00	0.00	06/29/13	0.000%	fix	Clearstream	11037
XSO309158688	LEH 1BV 6/27/07-12	7,111,000	10,128,197.30	7,111,000	10,128,197.30	0.00	0.00	07/27/12	0.000%	fix	Clearstream	11037
XSO342412284	LEH 3/28/08-14 ZC	35,000,000	49,850,500	35,000,000	49,850,500	0.00	0.00	03/28/14	0.000%	fix	Clearstream	11037
XSO349911387	LEH 1BV 03/03/23	56,470,555.74	80,431,012.54	55,000,000	78,336,500	1,470,555.74	2,094,512.54	03/03/09	5.018%	123% cms 5Y max 8.5%	Clearstream	11037
XSO356376300	LEH 2008/2014 ZC	20,000,000	28,486,000	20,000,000	28,486,000	0.00	0.00	04/25/14	0.000%	fix	Clearstream	11037
Total (EUR) 387,994,986.43			Total (USD) 552,607,016.17									

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UGF BANCA S.p.A. (On behalf of its clients)

**EXHIBIT 2 to the Proof of Claim - ISINs of the Lehman
Programs Securities to which the Proof of Claim
relates**

ISIN
XS0128857413
XS0162289663
XS0176153350
XS0178969209
XS0179304869
XS0181945972
XS0183944643
XS0185655445
XS0189294225
XS0189741001
XS0193035358
XS0202417050
XS0205185456
XS0208459023
XS0210782552
XS0211093041
XS0211814123
XS0213899510
XS0224346592
XS0247679573
XS0251832662
XS0258962975
XS0268648952
XS0282937985
XS0283497005
XS0287044969
XS0296489304
XS0299929165
XS0300055547
XS0302634059
XS0304219818
XS0309156668
XS0342412284
XS0349911387
XS0356376300



UGF BANCA S.p.A. (On behalf of its clients)

**EXHIBIT 3 to the Proof of Claim - Blocking Numbers
of the Lehman Programs Securities to which the
Proof of Claim relates and as evidenced in
highlighted column**

ISIN	Depository	Account number	Blocking Reference Number
XS0128857413	Clearstream	11037	CA36395
XS0162289663	Clearstream	11037	CA37084
XS0176153350	Clearstream	11037	CA37086
XS0178969209	Clearstream	11037	CA37087
XS0179304869	Clearstream	11037	CA37088
XS0181945972	Clearstream	11037	CA37091
XS0183944643	Clearstream	11037	CA37093
XS0185655445	Clearstream	11037	CA37096
XS0189294225	Clearstream	11037	CA37098
XS0189741001	Clearstream	11037	CA37101
XS0193035358	Clearstream	11037	CA37102
XS0202417050	Clearstream	11037	CA37111
XS0205185456	Clearstream	11037	CA37114
XS0208459023	Clearstream	11037	CA37116
XS0210782552	Clearstream	11037	CA37117
XS0211093041	Clearstream	11037	CA37119
XS0211814123	Clearstream	11037	CA37121
XS0213899510	Clearstream	11037	CA37122
XS0224346592	Clearstream	11037	CA37123
XS0247679573	Clearstream	11037	CA37127
XS0251832662	Clearstream	11037	CA37129
XS0258962975	Clearstream	11037	CA37132
XS0268648952	Clearstream	11037	CA37134
XS0282937985	Clearstream	11037	CA37135
XS0283497005	Clearstream	11037	CA37138
XS0287044969	Clearstream	11037	CA37141
XS0296489304	Clearstream	11037	CA37142
XS0299929165	Clearstream	11037	CA37144
XS0300055547	Clearstream	11037	CA37156
XS0302634059	Clearstream	11037	CA37302
XS0304219818	Clearstream	11037	CA37326
XS0309156668	Clearstream	11037	CA37425
XS0342412284	Clearstream	11037	CA37428
XS0349911387	Clearstream	11037	CA37429
XS0356376300	Clearstream	11037	CA37432

UGF BANCA S.p.A. (On behalf of its clients)

EXHIBIT 4 to the Proof of Claim - Account Numbers related
to the Lehman Programs Securities to which the Proof of
Claim relates and as evidenced in the highlighted column

ISIN	Depository	Account number
XS0128857413	Clearstream	11037
XS0162289663	Clearstream	11037
XS0176153350	Clearstream	11037
XS0178969209	Clearstream	11037
XS0179304869	Clearstream	11037
XS0181945972	Clearstream	11037
XS0183944643	Clearstream	11037
XS0185655445	Clearstream	11037
XS0189294225	Clearstream	11037
XS0189741001	Clearstream	11037
XS0193035358	Clearstream	11037
XS0202417050	Clearstream	11037
XS0205185456	Clearstream	11037
XS0208459023	Clearstream	11037
XS0210782552	Clearstream	11037
XS0211093041	Clearstream	11037
XS0211814123	Clearstream	11037
XS0213899510	Clearstream	11037
XS0224346592	Clearstream	11037
XS0247679573	Clearstream	11037
XS0251832662	Clearstream	11037
XS0258962975	Clearstream	11037
XS0268648952	Clearstream	11037
XS0282937985	Clearstream	11037
XS0283497005	Clearstream	11037
XS0287044969	Clearstream	11037
XS0296489304	Clearstream	11037
XS0299929165	Clearstream	11037
XS0300055547	Clearstream	11037
XS0302634059	Clearstream	11037
XS0304219818	Clearstream	11037
XS0309156668	Clearstream	11037
XS0342412284	Clearstream	11037
XS0349911387	Clearstream	11037
XS0356376300	Clearstream	11037





FIRME SOCIALI

Consiglio di Amministrazione

STEFANINI Pierluigi
Presidente

Pierluigi Stefanini

PL

COFFARI Gilberto
Vice Presidente

Gilberto Coffari

Direzione Generale ():*

COLOMBINI Luciano
Direttore Generale

Luciano Colombini

COLOMBERA Fabio
Vice Direttore Generale

Fabio Colombero

FC

ALBERTAZZI Gianluca
Responsabile Concessione Crediti

Gianluca Albertazzi

CAVALLI Stefano
Responsabile Funzione Segmento Retail

Stefano Cavalli

DE SANTIS Stefano
Responsabile Funzione Legale, Societario e Compliance

Stefano De Santis

DI IORIO Pasquale
Responsabile Organizzazione e IT

Pasquale Di Iorio

P.D.I.

8 (*)-Abilitati alla firma per la Direzione Generale e per tutte le dipendenze:

05/08/2009



Direzione Generale (*):

LANZONI Romeo
Dirigente

MASCANZONI Gianfranco
Direttore Crediti

PAOLETTI Beatrice
Responsabile Amministrazione e Bilancio

TAGNOCHETTI Dario
Dirigente

TRIFIRO' Carlo
Responsabile Programmazione e Controllo di Gestione

VITALE Giacomo
Vice Direttore Commerciale

BONAVITA Saverio
Responsabile Finanza

GORLANI Pietro
Responsabile Risk Management

TESTINI Loredana
Responsabile Personale

9 (*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

05/08/2009



Direzione Generale (*):

ALIBERTI Paolo
Quadro Direttivo 4° Livello



ARMO' PIRRONE Ugo
Quadro Direttivo 4° Livello



BADIALI Marco
Quadro Direttivo 4° Livello



BAGNOLINI Moreno
Quadro Direttivo 4° Livello




BARONCINI Felice
Quadro Direttivo 4° Livello




BEONI Ferruccio
Quadro Direttivo 4° Livello



BETTELLI Marco
Quadro Direttivo 4° Livello



BICCHECCHI Mauro
Quadro Direttivo 4° Livello



BIRELLO Brenda
Quadro Direttivo 4° Livello



10(*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

20/04/2009



Direzione Generale (*):

BONOMINI Giorgio
Quadro Direttivo 4° Livello
Area Finanza

Giorgio Bonomini CB

BRUSCHI Gianfranco
Quadro Direttivo 4° Livello

Gianfranco Bruschi

BUX Alessandro
Quadro Direttivo 4° Livello

Alessandro Bux

CASAGRANDE Claudio
Quadro Direttivo 4° Livello

Claudio Casagrande

CAVALIERI Antonella
Quadro Direttivo 4° Livello
Area Amministrazione

Antonella Cavalleri

CAVANNA Marinella
Quadro Direttivo 4° Livello

Marinella Cavanina

CLAPCI Alberto
Quadro Direttivo 4° Livello

Alberto Clapci

COCCHI Alessandro
Quadro Direttivo 4° Livello

Alessandro Cocchi

COMINI Emanuele
Quadro Direttivo 4° Livello

Emanuele Comini

11(*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

01/10/2009



Direzione Generale (*):

COVA Enrico
Quadro Direttivo 4° Livello

CRIVELLI Nicoletta
Quadro Direttivo 4° Livello

D'ARRIGO Lucio
Quadro Direttivo 4° Livello

DELLACROCE Alessandro
Quadro Direttivo 4° Livello

DEPOLITI Stefano
Quadro Direttivo 4° Livello

DE SIMONE Vincenzo
Quadro Direttivo 4° Livello

FALANGA PERI Roberto
Quadro Direttivo 4° Livello

FANTUZZI Mauro
Quadro Direttivo 4° Livello

FIOCCHI Michele
Quadro Direttivo 4° Livello

12(*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

01/07/2009



Direzione Generale (*):

FORNASIER Luca
Quadro Direttivo 4° Livello

FRAZZONI Rita
Quadro Direttivo 4° Livello

GALLERANI Stefano
Quadro Direttivo 4° Livello

GAMBERI Lorenzo
Quadro Direttivo 4° Livello

GHEDUZZI Andrea
Quadro Direttivo 4° Livello

GIOSCIA Leonardo
Quadro Direttivo 4° Livello

GRAZIANI Andrea
Quadro Direttivo 4° Livello

GUIDI Cesare
Quadro Direttivo 4° Livello

IZZO Roberto
Quadro Direttivo 4° Livello

13(*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

01/08/2009



Direzione Generale ():*

LARI Alberto
Quadro Direttivo 4° Livello Area Finanza

Alberto Lari

LEONARDI Andrea
Quadro Direttivo 4° Livello

Andrea Leonardi

LEONARDI Giovanni
Quadro Direttivo 4° Livello

Giovanni Leonardi

LEPRETTI Maddalena
Quadro Direttivo 4° Livello

Maddalena Lepretti

LIVI Luca Giuseppe
Quadro Direttivo 4° Livello

Luca Giuseppe Livi

LUPPI Pier Angela
Quadro Direttivo 4° Livello

Pier Angela Luppi

MANDRIOLI Carlo
Quadro Direttivo 4° Livello

Carlo Mandrioli

MARCHI Andrea
Quadro Direttivo 4° Livello

Andrea Marchi

MONTEVECCHI Renato
Quadro Direttivo 4° Livello

Renato Monteverchi

MORGAGNI Pieruigi
Quadro Direttivo 4° Livello

Pieruigi Morgagni



Direzione Generale (*):

NATALI Salvatore
Quadro Direttivo 4° Livello

NOBILE Mauro
Quadro Direttivo 4° Livello

PAPALE Maurizio
Quadro Direttivo 4° Livello

PIEDIGROTTA Natale
Quadro Direttivo 4° Livello

QUERCIOLI Mauro
Quadro Direttivo 4° Livello

RAGUSA Santi
Quadro Direttivo 4° Livello

RIBATTI Elisabetta
Quadro Direttivo 4° Livello

SANTONOCITO Giovanni
Quadro Direttivo 4° Livello

SCARAMAGLI Mauro
Quadro Direttivo 4° Livello

15(*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

01/08/2009



Direzione Generale (*):

SCASSEDU Mauro
Quadro Direttivo 4° Livello

SERRA Franco
Quadro Direttivo 4° Livello Area Finanza

TAGLIONI Massimo
Quadro Direttivo 4° Livello
Area Back Office

TALEVI Claudia
Quadro Direttivo 4° Livello

TEODORI Paolo
Quadro Direttivo 4° Livello

TESTONI Gian Guido
Quadro Direttivo 4° Livello

TOMASI Maurizio
Quadro Direttivo 4° Livello

VICENZI Michele
Quadro Direttivo 4° Livello

ZUCCHINI Claudio
Quadro Direttivo 4° Livello

16(*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

20/04/2009



Direzione Generale (*):

AMBROSIO Italo Luigi
Quadro Direttivo 3° Livello

ATTANASIO Alfonso
Quadro Direttivo 3° Livello

BACCAN Gianni
Quadro Direttivo 3° Livello

BERGAMINI Marco
Quadro Direttivo 3° Livello

BOZZI Tonino
Quadro Direttivo 3° Livello

BUDA Pascale
Quadro Direttivo 3° Livello

DE PINO Stefano
Quadro Direttivo 3° Livello

DE PALMA Emilio
Quadro Direttivo 3° Livello

FINI Marco
Quadro Direttivo 3° Livello

17(*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

03/08/2009



Direzione Generale (*):

PATRIARCA Almerindo
Quadro Direttivo 3° Livello

ROCCA Sandra
Quadro Direttivo 3° Livello

ROMANO Giovanni
Quadro Direttivo 3° Livello

ROSSI Paolo
Quadro Direttivo 3° Livello

SENATORE Sergio
Quadro Direttivo 3° Livello

SOFFRITTI Daniele
Quadro Direttivo 3° Livello

SPAMPINATO Filippo Luigi
Quadro Direttivo 3° Livello

STANZANI Mauro
Quadro Direttivo 3° Livello

TOLOMELLI Armando
Quadro Direttivo 3° Livello
Area Finanza

19(*) – Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze..... 20/04/2009



Direzione Generale (*):

FORNI Fausto
Quadro Direttivo 3° Livello

FOTI Domenico
Quadro Direttivo 3° Livello

LAMBERTINI Andrea
Quadro Direttivo 3° Livello

MAINI Ivano
Quadro Direttivo 3° Livello
Area Amministrazione

MARRACCINI Alberto
Quadro Direttivo 3° Livello

MASOTTI Alessandra
Quadro Direttivo 3° Livello

MAZZOTTI Mirella
Quadro Direttivo 3° Livello

MUSOLESI Barbara
Quadro Direttivo 3° Livello

PASCALE GUIDOTTI MAGNANI Fabrizio
Quadro Direttivo 3° Livello
Area Back Office



Direzione Generale ():*

VANNINI Paolo
Quadro Direttivo 3° Livello
Area Amministrazione

ZOCCO Antonino
Quadro Direttivo 3° Livello

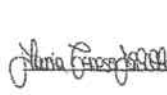

Per la Funzione Mutui e Crediti Speciali

RIGHI Piero



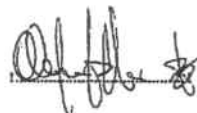
Per la Funzione Segreteria Fidi, Garanzie e Anagrafe Generale:

MELILLO Maria Teresa

Per la Funzione Back Office Estero

BERNARDONI Alessandro



Per la Funzione Asset Management Risparmio Gestito

BOLOGNINI Gianluca

CAVANI Filippo

GALLETTI Luca

20 (*) – Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

15/09/2009



Direzione Generale (*):

LANDI Valeria

Valeria Landi VL

MERLI Silvia

Silvia Merli SM

ORLANDO Francesca

Francesca Orlando FO

ZAVALLONI Maurizio

Maurizio Zavalloni MZ

Per la Funzione Raccolta Ordini Negoziazione

FABBRI Alberto

Alberto Fabbri AF

MONARI Giovanni

Giovanni Monari GM

SERRA Gianluca

Gianluca Serra GS

SGATTI Alessandro

Alessandro Sgatti AS

ZEN Marco

Marco Zen MZ

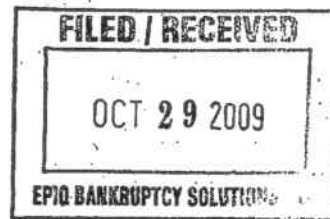
21(*) – Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

18/03/2009

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EXHIBIT B

[Executed Evidence of Transfer of Claim]

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, UGF Banca S.p.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Barclays Bank PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable claim specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest (and the right, title and interest of UGF Assicurazioni S.p.A. (formerly known as Unipol Assicurazioni S.p.A.) ("Assicurazioni"), if any) in and to Proof of Claim Number 55744 filed by UGF Banca S.p.A. on behalf of its clients (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller (and the rights and benefits of Assicurazioni, if any) relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever (all of the foregoing, "Claims"), whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest (and the right, title and interest of Assicurazioni, if any) in, to and under the transfer agreements, if any, under which Seller (or Assicurazioni) or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"). For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim asserts valid Claims against the Debtor and the Proof of Claim was duly, validly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims and the Proof of Claim, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller was duly authorized and empowered to execute and file the Proof of Claim and is duly authorized to perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Assicurazioni is client of the Seller with respect to the Purchased Securities; (g) Seller acted as custodian for its client, Assicurazioni, in accordance with a duly executed and valid custody agreement (the "Custody Agreement") when Seller filed the Proof of Claim; (h) Seller has provided Purchaser with a true and correct copy of the Custody Agreement; (i) Seller is authorized to transfer, and pursuant to this Agreement and Evidence of Transfer of Claim is transferring, whatever right, title and interest Assicurazioni may have to the Proof of Claim and the Transferred Claims; (j) Seller and/or Assicurazioni is/are the record and beneficial holder(s) of each of the Purchased Securities; (k) neither the Seller nor

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any of its affiliates (including, without limitation, Assicurazioni) has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claim, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (I) all amounts due and owing in respect of each Purchased Security have been declared due and payable in accordance with the terms of one or more agreements or instruments relating to any such Purchased Security.

3. Seller, on behalf of itself and its affiliates (including, without limitation, Assicurazioni), hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(c) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(c) including this Agreement and Evidence of Transfer of Claim. Seller, on behalf of itself and its affiliates (including, without limitation, Assicurazioni), acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller or its affiliates (including, without limitation, Assicurazioni). Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall (and will cause Assicurazioni to) promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller (or Assicurazioni) in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

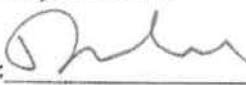
6. Each of Seller, on behalf of itself and its affiliates (including, without limitation, Assicurazioni), and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

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7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.


IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 18th day of January 2011.

Barclays Bank PLC

By: 
Name: Daniel Crowley
Title: Managing Director

745 Seventh Ave
New York, NY 10019

UGF Banca S.p.A:

By: 
Name: Colombini Luciano
Title: Chief Executive Officer

Piazza della Costituzione, 2
40128 Bologna, Italy



Schedule 1

Transferred Claims

Purchased Claim

\$183,892,797.30 of \$552,607,016.17 (the outstanding amount of the Proof of Claim as of January 10th, 2011).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Issue of EUR 35,000,000 Notes due March 2014 Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$100,000,000 Euro Medium - Term Note Program	XS0342412284	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 35,000,000 of EUR 35,000,000 Equivalent to USD 49,850,500.00	Zero Coupon	March 28, 2014	N/A
Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Issue of EUR 46,000,000 Zero Coupon Notes due June 2012 Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$60,000,000.00 Euro Medium-Term Note Program	XS0296489304	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 46,000,000 of EUR 46,000,000 Equivalent to USD 65,517,800.00	Zero Coupon	June 29, 2012	N/A

Schedule 1-1

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Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Issue of EUR 5,000,000 Zero Coupon Notes due July 2014 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000,000 Euro Medium-Term Note Program	XS0299929165	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000 of EUR 5,000,000 Equivalent to USD 7,121,500.00	Zero Coupon	July 27, 2014	N/A
Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Issue of EUR 35,000,000 Zero Coupon Notes due June 2013 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000,000 Euro Medium-Term Note Program	XS0304219818	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 16,000,000 of EUR 16,000,000 Equivalent to USD 22,788,800.00	Zero Coupon	June 29, 2013	N/A

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Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Issue of EUR 14,000,000 Zero Coupon Notes due July 2012 Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$60,000,000 Euro Medium - Term Note Program	XS0309156668	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 7,111,000 of EUR 7,111,000 Equivalent to USD 10,128,197.30	Zero Coupon	July 27, 2012	N/A
Issue of EUR 20,000,000 Notes due April 2014 Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$100,000,000 Euro Medium - Term Note Program	XS0356376300	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 20,000,000 of EUR 20,000,000 Equivalent to USD 28,486,000.00	Zero Coupon	April 25, 2014	N/A